

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

.....X
GRANT JOHNSON,

Plaintiff,

-against-

ESPORTS ENTERTAINMENT GROUP, INC.,

Defendant.
.....X

**DECLARATION IN SUPPORT
OF DEFENDANT'S
MOTION TO DISQUALIFY
PLAINTIFF'S COUNSEL**

Case No. 1:22-cv-10861

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.:

I, Lydia Roy, declare, under penalty of perjury, as follows:

1. I am the Group General Counsel, Compliance Officer, and Corporate Secretary for Defendant Esports Entertainment Group, Inc., and, as such, I am thoroughly familiar with the statements made in this declaration based on my personal knowledge and review of Defendant's records maintained in the ordinary course of business. I respectfully submit this declaration in support of Defendant's motion for an order disqualifying Plaintiff Grant Johnson's counsel, Alan L. Frank, Esq., and all attorneys of Alan L. Frank Law Associates, P.C. (the "Frank Firm"), as Plaintiff's counsel.

2. On July 19, 2023, defense counsel informed me about their discovery that Alan Frank, Esq., and Mr. Johnson communicated about confidential matters unknown to the public in September 2022 and before Mr. Johnson's December 3, 2022, termination as Chief Executive Officer. I have reviewed the email correspondence attached to Michael Masri, Esq.'s Affirmation between Mr. Johnson and Mr. Frank.

3. Mr. Johnson shared confidential documents and information. The confidential materials in Mr. Frank's possession relate to Defendant's defenses and counterclaims. Without

divulging further confidential information, the material relates to Defendant's dealings with its largest debt holder, Ayrton Capital, LLC, and Defendant's defense that Defendant terminated Mr. Johnson for cause and Defendant's counterclaim that Mr. Johnson breached the duty of loyalty to as a faithless servant. In this action, Defendant asserts that Defendant breached Plaintiff's alleged employment agreement and duty of loyalty by failing to vote for the debt conversion transaction as required by certain agreements with Ayrton. Mr. Johnson's conduct subjected Defendant to substantial liability due to Defendant's default in its obligations. Defendant believes Mr. Frank will use the confidential material that Plaintiff, as Defendant's CEO, provided to Mr. Frank to attempt to disadvantage Defendant.

4. Notwithstanding, Defendant is not able to ascertain the full extent of Mr. Frank's possession of Defendant's confidential materials because, as I understand it, the Frank Firm has not produced any of Mr. Frank's communications with Mr. Johnson while Mr. Johnson served as Defendant's CEO to defense counsel.

5. On behalf of Defendant, I thank the Court for considering Defendant's request to disqualify the Frank Firm.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 24th day of July 2023

DocuSigned by:

Lydia Roy

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Lydia Roy